

IN THE MATTER OF THE IMPASSE

BETWEEN

JONES COUNTY, IOWA,

Employer,

vs.

PPME LOCAL #2003,

Employee
Organization.

REPORT OF FACT FINDER

Wilford H. Stone, Fact Finder

Issued: March 20, 2002

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A. APPEARANCES¹

For Jones County, Iowa:

Renee Von Bokern, Consultant, Von Bokern Associates
Janine Sulzner, Jones County Auditor
Merlin Moore
Joe Cruise
Jacki Luckstead
Mike McClain
Mark Deniston, Sheriff

For PPME Local #2003:

Joe Rasmussen, Business Representative
Leonard E. Wood
Lonnie Osterkamp
William M. Crowley
Andrew Bowers
Dave _____

B. INTRODUCTION/STATEMENT OF JURISDICTION

This matter proceeded to a fact finding hearing pursuant to the statutory procedures established in Iowa Code Chapter 20 (2001). The undersigned was

¹ The fact finder was unable to read many of the signatures on the attendance sheet, and apologizes for any typographical errors.

selected to serve as a fact finder from a list furnished to the parties by the Public Employment Relations Board.

Pursuant to the parties' agreement, the fact finding hearing was held beginning at 1:00 p.m., March 7, 2002, at the Jones County Courthouse, Anamosa, Iowa. The hearing was electronically recorded. There is no dispute as to the arbitrability or negotiability of the items at impasse. No subpoenas were requested and no stenographic recordings were requested.

In the course of the hearing, both parties submitted their evidence and were given full opportunity to introduce evidence, facts and present argument, rebuttal and surrebuttal in support of their respective positions. The majority of the evidence was submitted through the parties' representatives. Jones County Auditor, Janine Sulzner, testified on several issues.

The matter is now fully submitted. Representatives for both parties (Renee Von Bokern and Joe Rasmussen) ably argued their positions, and the oral presentations and arguments were of considerable assistance to the fact-finder. The parties chose not to submit post-hearing briefs, and the hearing was closed at 4:00 p.m. The recommendations set forth below are based upon the fact finder's weighing of all of the facts and arguments submitted.

C. EXHIBITS

Jones County Exhibits were admitted into evidence without objection. (All documents contained in the blue binder.)

PPME Local #2003 Exhibits 1 through 28 (the black notebook) were admitted into evidence without objection, except for several relevance objections by

the Employer to certain portions of the narrative section of the Union's Issue Number 4 – Insurance. The evidence was admitted subject to the objections.

Joint Exhibit 1 was admitted without objection (the current collective bargaining agreement between the parties dated July 1, 2000-June 30, 2002).

D. FACT FINDING CRITERIA

While Iowa Code Chapter 20.22(a)(2001) lists specific criteria to be used by an arbitrator in determining the reasonableness of the parties' arbitration proposals, the statute is silent concerning fact finders. Nonetheless, it is now well established that it was the statute's intent that fact finders also make their recommendations based upon the statutory criteria in Iowa Code 20.22(a)(2001):

The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

1. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
2. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
4. The power of the public employer to levy taxes and appropriate funds for the conduct of its business.

E. ITEMS AT IMPASSE/FINAL OFFERS

1. **Article 4 – Work Hours and Overtime.** The parties state they have reached a temporary agreement and stipulated to change the section entitled Call Back Time by changing the word “days” to read “time.” No further evidence was presented on this stipulation.

2. **Article 7 – Holidays.** PPME proposes to change the first sentence in the second paragraph to read: "In lieu of holidays, deputy sheriff's personnel shall be granted an additional day of vacation for each holiday that they work, plus one and one-half (1 ½) times their regular rate of pay for all hours worked on a designated holiday. . ." The County offers to maintain the current language in Article 7 of the collective bargaining agreement.

3. **Article 8 – Leaves of Absence.** PPME proposes to add to the paragraph with the uses of sick leave a fourth category "4. Five (5) days per fiscal year for care of immediate family members. Such use shall not require a doctor's certification. Immediate family shall be defined by the five day and three day bereavement leave categories." The County offers to maintain the current language in Article 8 of the collective bargaining agreement.

4. **Article 10 - Insurance.** PPME proposes to change the first paragraph of health insurance to read: "The Employer shall provide all permanent full-time employees and their dependents with group health insurance coverage. Employees selecting single coverage shall contribute twenty dollars (\$20.00) per month toward such coverage. Employees selecting family coverage shall contribute seventy-five dollars (\$75.00) per month toward such coverage. In the event that the Employer's self-insurance fund is 110% of the recommended actuarial level for a fiscal year, then the employee monthly contributions shall be suspended for the next month, and until such time as the fund goes below 100% of the recommended actuarial amount."

The Union further proposes to increase the weekly short-term disability payment from \$100.00 to \$300.00.

The Union proposes to maintain all other language in Article 10.

The County offers to change the percentage of dependent family premium paid by the County from 88% to 80% (or increase the employee's portion from 12% to 20%), and to modify the insurance policy as follows: increase employee's share of the prescription drug program to \$10.00 co-pay for generic, and \$25.00 co-pay for name brand drugs, and change the employee share of the deductible to \$500.00 single and \$1,000.00 family.

5. **Schedule A--Article 15--Job Classifications.** The parties state they have reached a temporary agreement and stipulated to delete from Article 15 and Schedule A the care facility job classifications and wage rates. No further evidence was submitted on this stipulation.

6. **Article 15 – Wage Administration.** PPME proposes to change the second paragraph of Hourly Wage Rates to read: "Effective July 1, 2002, all hourly wage rates in Schedule A 7-1-01 shall be increased by two percent (2%), and increased an additional two percent (2%) effective January 1, 2003. These increases shall not apply to the hourly rates for deputy sheriffs determined as a percentage of the sheriff's salary."

PPME further proposes to change the last paragraph of Hourly Wage Rates to read: "Advancement within the salary range shall be on the basis of length and service as provided in Schedule A."

PPME further proposes no further changes to any of the provisions of the collective bargaining agreement, except the dates of the duration to reflect a one year contract from July 1, 2002-June 30, 2003.

The County proposes no change to the current wage schedule except to delete the care facility classifications (see Issue 5 above), and convert deputy sheriff percentage to annual salary.

F. BACKGROUND

Jones County is located in eastern Iowa. Its population is around 20,221. The county seat is Anamosa, Iowa. While the employer uses a larger group for comparison of wages and other issues (it includes Fayette, Washington, and Clayton counties), several neutrals have apparently found for purposes of comparability that Jones County is similar to the following counties: Benton, Buchanan, Cedar, Delaware, Iowa, and Jackson. See Union Exhibit 2, comparability group. All seven counties are primarily rural in nature, and are adjacent or surrounded by many of the largest urban counties in eastern Iowa: Black Hawk, Dubuque, Johnson and Linn Counties. See Union Exhibit 6.

In any event, PPME has represented the Jones County bargaining unit since around 1981. Unlike many other counties (including all in the comparability group), the Jones County/PPME unit is a "wall to wall" unit covering all non-supervisory employees in Jones County such as the secondary road employees, sheriff department employees and sheriff deputies and assorted clerical and custodial positions. See Union Exhibits 2 and 5. Until recently, this unit also contained the care facility workers until the Jones County care facility was "privatized" July 1, 2001.² The remaining 52 employees are essentially composed of three distinct groups: the sheriff's department (consisting of non-deputy employees such as the

²The parties agree that all employees previously covered by the collective bargaining agreement at the care facility (around 16) are no longer covered by the current collective bargaining agreement, and have agreed to delete from Schedule A the care facility job classifications and wage rates.

dispatcher, jailers, etc., and the deputies)(19 employees), the secondary road department (30 employees), and several bargaining unit level courthouse positions (3 employees). See Union Exhibit 8. The County is not claiming any inability to pay the Union's proposed monetary increases, but requests that the fact finder recommend that its employees "help in a modest way with [any increased] costs." The Union claims the County may be overfunded (Union Exhibit 9) and that its location in Iowa's "golden triangle" provides the parties with an opportunity to increase wages and benefits.

The current agreement between PPME and the County expires June 30, 2002. See Joint Exhibit 1. The parties have reached temporary agreements on several issues (changing overtime language in Article IV and deleting from Schedule A the care facility job classifications and wage rates), but remain at impasse on the following items.

G. POSITIONS OF THE PARTIES, FINDINGS OF FACT, AND RECOMMENDATIONS³

1. Article 7 – Holidays.

A. Jones County Position. The County proposes to maintain the current language regarding holidays. The County states that during bargaining for this agreement, a change in holiday pay was paired with "severing the link" between the deputies pay and the sheriffs' salary. Because the sheriff will not apparently be receiving a pay increase July 1, 2002, the County states that the parties discussed "severing the link" between the sheriffs' salary and the deputies' salary. The County states that it agreed to improve holiday pay if the Union agreed

to accept a new method of determining pay increases for deputies. The County believes that if the fact finder chooses the County's proposal to "sever the link," it believes it would be appropriate to make a change in holiday pay for deputies. However, in the event that the fact finder does not recommend "severing the link," the County believes that an "enhanced holiday benefit" would be inappropriate.

B. PPME Position. PPME argues that its proposal to add the new language to Article 7 is supported by internal comparability, and external comparability with other sheriff's departments. See Union Exhibit 12. The Union notes that other bargaining unit employees (non-sheriff's deputies personnel such as the courthouse and secondary roads employees), are paid one and a half times for all hours worked on a holiday, plus their regular day's pay for the holiday, for a total of two and a half times pay for holiday work. The Jones County deputy sheriff's personnel, however, only receive a total of two times pay for a holiday worked. The Union argues that deputies who don't work on a holiday also receive the same additional pay, so the result is that deputies who work a holiday not only lose the holiday with their family, but receive no more compensation than a deputy who got the holiday off. The Union also submitted comparability data from four other counties that include the deputy sheriff's personnel in their collective bargaining units. Of the four counties, the Union argues that these counties provide at a minimum compensation equal to two and a half times compensation for working on a holiday.

C. Findings of Fact and Recommendation by the Fact Finder. The deputy sheriff's personnel constitute around 19 of the 52 employees in the

³ The background is incorporated into all findings of facts and recommendations.

collective bargaining unit. See Union Exhibit 8. While all 52 employees enjoy the same number of holidays, only the deputy sheriff's personnel do not receive one and one-half times their regular rate of pay for all hours worked on a designated holiday. There was no testimony regarding the historical reasons for why the deputy sheriff's personnel do not receive this one and one-half times their regular rate of pay for all hours worked on a designated holiday like the other members of the collective bargaining unit.

But, as noted elsewhere, the fact finder finds that both parties are represented by experienced negotiators, and, at some point, some trade off was made that resulted in the current language being placed in the collective bargaining agreement. The trade off was not explained to the fact finder, and the fact finder is reluctant to substitute his judgment for the parties on such a record. Moreover, while the Union claims that at least four other counties have similar language (Union Exhibit 12), it is undisputed that Jones County is the only "wall to wall" unit that includes deputy sheriffs personnel with other county employees. The fact finder believes that it is not in the public's best interest and welfare to revise language in the collective bargaining agreement absent a compelling reason to do so as evidenced by grievances, litigation, gross inequities in comparison to other similarly situated employees, or some other problem with the language. Accordingly, based on comparability, the collective bargaining history, and the public interest and welfare, the fact finder recommends no changes to this language.

2. Article 8 – Leaves of Absence.

A. Jones County Position. The County proposes to maintain the current language regarding leaves of absence. The County states that during bargaining, it offered a proposal that would have allowed employees to use up to two days of accumulated sick leave for the serious illness of the employee's spouse, child or parent, if the Union would agree to define a full-time employee as one who works 35 hours or more per week. See Issue No. 3 – Leaves of Absence (Employer Exhibit). Under the current contract, a full-time employee is one who works 30 or more hours per week. Benefits are prorated and would continue to be prorated for employees who work between 30 and 35 hours per week. The County also proposed to "grandfather" the 1-2 current employees affected by the proposal. Id. The County claims that the Union repeatedly rejected the County's proposal, and requests the fact finder to consider the bargaining history involving this issue.

B. PPME Position. PPME proposes to add to Article 8 an additional paragraph that would read as follows: "4. Five (5) days per fiscal year for care of immediately family members. Such use shall not require a doctor's certification. 'Immediate family' shall be defined by the five (5) days and three (3) day bereavement leave categories."

According to PPME, this identical proposal was before the fact finder in year 2000 who apparently declined to recommend it. The Union claims that the situation has not improved and has not changed in the intervening two years. See Issue No. 3 – Leaves of Absence. The Union believes that this language is needed because of the strain that simple illnesses can place on working families. The Union presented statistics that show that Iowa ranked 8th nationally for the percentage of

women in the workforce, and 66% of adult Iowa women work. The Union believes that these statistics indicate that it is not possible to support a family on one income, so that the typical Iowa family requires both spouses to work. "The problem then becomes when a child is sick, can't go to school, and both parents are suppose to be at work." Issue No. 3 – Leaves of Absence. Because daycares and schools will not accept a sick child, a normal child illness such as the flu, measles, etc., are not covered by the Federal Family Medical Leave Act, the Union believes that its proposal of family leave is appropriate, and specifically excludes the need for a doctor's excuse to care for a sick child that doesn't require an "expensive doctor or emergency room visit."

The Union further notes that this identical issue was brought to the Jones County Board of Supervisors by non-bargaining unit employees in September, 2001. According to Union Exhibit 14, around 80 union and non-union employees signed a petition that was handed to the Board at a meeting requesting the Board to adopt a family sick leave policy that could be used for other family members, not just the employees themselves. Union Exhibit 14.

The Union also states in its proposal that its language is comparable to other similarly situated counties. See Union Exhibit 13. The Union states that comparability "has improved by one with the addition of Benton County" since the 2000 fact finding hearing. Id.

C. Findings of Fact and Recommendation by the Fact Finder.

Employees currently may accumulate up to 125 days of sick leave at the rate of 18 days per year. See Article 8, Section A. The Union proposes to add an additional five days per year, or an increase of 27.7% in sick leave days per year. The fact

finder also notes that Article 8, Section A, also permits an employee to convert sick leave days to vacation leave at the rate of 12 hours of sick leave to three hours of vacation. In other words, not only would the five additional days be a significant increase in the use of sick leave, but it has the potential of creating a “ripple” effect on the receipt of other benefits.

The parties also submitted exhibits regarding the use of sick leave for family illness. See County Exhibit Issue No. 3 – Leaves of Absence, and Union Exhibit 13. Using the Union’s comparability group (which has been adopted by several other neutrals), Cedar and Iowa counties do not allow sick leave for family illness. According to the Union, Benton County recently negotiated eight hours per fiscal year in hourly increments of sick leave for family illness. The other three counties – Buchanan, Delaware and Jackson – allow the use of sick leave for family illness, but place various restrictions on it (i.e., limited to arranging for care or making household adjustments, serious illness or injury, spouse only). The evidence also indicates that a proposal was made to allow employees to use up to two days of accumulated sick leave for the serious illness of the employee’s spouse, child or parent if the Union would agree to define a full-time employee as one who works 35 hours or more per week. See Employer Issue No. 3 – Leaves of Absence.

The collective bargaining history indicates that the language has been in the collective bargaining agreement for several years and has not been altered by any neutral nor at the bargaining table. According to the testimony and exhibits, longer leaves of absence could be covered under the FMLA or by use of the special leave provision in Article 8, Section E. See Union Issue No. 3 – Leaves of Absence and County Issue No. 3 – Leaves of Absence. The information regarding the

appropriate external comparables is mixed. For example, although Benton County apparently recently added use of sick leave for family illness, Cedar and Iowa counties still have not. There are also additional limitations placed on the use of family leave in Buchanan, Delaware, and Jackson counties. The recent collective bargaining history suggests that the current language has been voluntarily negotiated between the parties and no neutral has changed it. While the fact finder certainly sympathizes with the various scenarios advanced by the Union, the evidence presented is simply not compelling enough to convince the fact finder to recommend changing the leave of absence language to allow up to five days of sick leave use for family illness without any doctor's certificate. Accordingly, based on comparability, the collective bargaining history, and the public interest and welfare, the fact finder recommends no change to Article 8 – Leaves of Absence.

3. Article 10 – Insurance.

A. Jones County Position. The County currently pays 95% of the monthly single employee premium for each permanent full-time employee, and 88% of the monthly family employee premium for each permanent full-time employee. The Employer proposes to increase the employee's portion of the family premium from 12% to 20%, and also proposes doubling employee deductibles from \$250 single and \$500 family to \$500 single and \$1,000 family, and increasing the employee co-pay per prescription from \$5.00 generic and \$10.00 brand name to \$10.00 generic and \$25.00 brand name. The Employer presented a number of exhibits in support of its proposal, including an insurance plan comparison of various counties (Issue No. 4 – Insurance); and several exhibits captioned "Cost of Health Insurance, Current Cost on Selected Scenarios," including 1) no change to

plan; 2) current prescription plan to \$10.00 and \$25.00; 3) change deductible to \$500 and \$1,000; and 4) change prescription plan to \$10.00 and \$25.00 and change deductible to \$500 and \$1,000. The Employer also submitted an October 13, 2001, article from the Des Moines Register, stating, among other things, that almost two-thirds of Iowa employers stated that they had responded to an increase in insurance premiums by sharing cost with employees, and that only 21% absorbed the increases themselves; and another 20% changed insurance companies. See Issue No. 4 – Des Moines Register Article. The Employer is requesting “some relief from spiraling health care costs by recommending that the employees help in a modest way with those costs.”

B. PPME Position. The Union proposes to maintain the level of benefits agreed to in 2000 equal to those of the ISAC plan 4, and the historical distribution of single and family premiums. See Issue No. 4 – Insurance. The Union proposes to change the employees’ percentage contribution to a flat dollar amount, in which employees selecting single coverage would contribute \$20 per month, and employees selecting family coverage would contribute \$75 per month towards such coverage. According to the Union, its proposal includes premiums growth in the employee contribution, and protection at the self-fund growths to the point that the employee contribution can be suspended. In this respect, the Union proposes that the in the event that the Employer’s self-insurance fund is 110% of the recommended actuarial level for a fiscal year, then the employee monthly contributions would be suspended for the next month, and until such time as the fund goes below 100% of the recommended actuarial amount. *Id.* In support of its position, the Union recites the collective bargaining history, and further offers a

comparison of insurance premiums (Union Exhibit 17); cost to employees of the Employer's premium proposal (Union Exhibit 18); cost to employees of the Employer's deductible proposal (Union Exhibit 19); cost to the employees of the Employer's drug co-pay proposal (Union Exhibit 20); and the cost per hour to the bargaining unit of the Employer's proposals (Union Exhibit 21). It understands that premiums are to increase 10% for year 2002-2003, and factors this assumption into its exhibits. See, e.g., Union Exhibit 18.

The Union also offers comparability information concerning insurance premiums (Union Exhibit 22), and drug co-pay plans (Union Exhibit 23). The Union also presented testimony concerning inflation since 1980, and argues that the \$100 short-term disability provision has not been updated since 1985. The Union proposes to change the \$100 to \$300 to reflect the increased cost of living since 1985. As of October, 2001, 14 employees take single coverage and 34 employees take family coverage. See Union Exhibit 17.

C. Findings of Fact and Recommendation by the Fact Finder.

Of the 52 employees in the unit, 14 currently take single coverage and 34 employees currently take family coverage. See Union Exhibit 17. Under the current premium structure, a single employee pays 5% of the total premium of \$331.20, or \$16.56 per month. See Union Exhibit 17. Family coverage costs an employee 5% of the single plan, plus 12% of the difference between the single and family coverage, for a total employee share of \$66.67 per month. Union Exhibit 17. Premiums for the unit are expected to grow by either 10% (Union Exhibit 18) or as high as 20%. See Employer Exhibit Cost of Health Insurance. Both sides admit

they have made various assumptions in their costing and proposals.⁴ The Employer claims that employees in all but two other counties pay more for their insurance plan than Jones County. See Issue No. 4 – Insurance. While comparability is difficult with health insurance because each plan differs so much, the comparability data for family premiums submitted by the Union (Union Exhibit 22) does not appear to rebut this fact. See discussion below. Rather, the Union argues that if the fact finder were to recommend all of the Employer's proposals (changing the family premium, changing the deductibles, and changing the drug co-pay), the cost to employees would be excessive: around \$33,394, or a 2.4% increase to the employees in additional expenses. See Union Exhibit 21.

In reviewing the comparability information (Union Exhibit 22), it is now simply undisputed that the trend is for employers to require employees to share in the cost of medical coverage to a greater degree than in the past. However, the fact finder believes that the Employer's proposal is simply out of bounds because of its cost to the employees. The fact finder believes it unreasonable to expect employees to devote nearly 2.7% of any pay raise to health insurance, particularly given the formula that has developed over many years in several bargaining agreements. Nonetheless, the fact finder does recommend that employees should share in the increased cost of medical coverage. The Employer suggests that changing the prescription plan and deductible would affect only those persons who use the insurance. See Employer Cost of Health Insurance – Current Cost and Selected

⁴ There was also testimony that "privatization" would save the County employee benefit money. However, this testimony was contradicted by the County and no further concrete testimony either way was presented to the fact finder.

Scenarios. Such an option, of course, would place the burden for any expenses solely on those who use the plan.

However, the fact finder rejects any change that would appear to disparately impact only those who use the plan. The fact finder notes that the Employer has proposed only to increase the employee's share of the family premium from 12% to 20%, and does not propose changing the employee's share of the single premium. See Employer's fact-finding proposals. The Union naturally resists any such change. Union Issue No. 4 – Insurance. The fact finder recommends a more limited sharing of costs with the employees as follows: the fact finder recommends that the County will pay 85% of the family monthly premium for each permanent full-time employee eligible. Accordingly, it is recommended that employees on the family plan assume an additional 3% of the difference between the total single and total family premium.

The fact finder recommends this incremental increase for several reasons. First, he believes that a careful review of the comparability group insurance premiums (Union Exhibit 22) supports such a recommendation. In the comparability group regarding family premiums, five of the seven comparable employees that require employee contribution are higher than Jones County: Benton (25%), Cedar (18%), Iowa (25%), and Jackson (20%). Jones County at 12% is at the low end of the range (Buchanan County is 7% and Delaware is 0%). A copy is attached to this report. As noted, comparability is difficult with health insurance because each plan differs so much. But, a 3% increase in the employee's share of family premium would still allow Jones County employees to maintain their ranking in the comparability group.

The fact finder also believes, given the comparability information, that it is in the public interest and welfare to require employees to share more in the cost with the employer. The fact finder believes that the 3% increase will grant the County partial relief from the "spiraling health care costs" in a way that is truly "modest," and that is not as aggressive a change as the Employer's proposal of increasing the employees' portion of the family premium only from 12% to 20%, doubling employee deductibles, and increasing employee co-pay per prescription. For example, using the Union's numbers, this change will "cost" employees around only \$5,622.24, not the \$33,394 proposed by the Employer. See Union Exhibit 21. Using the Union's numbers (assuming a 10% premium increase), requiring employees on the family plan to pay the 5% single plus 15% of the difference would result in the following calculations: on the family total premium of \$823.68, the employee would pay 5% (\$18.22) plus 15% of the difference (\$68.90), or \$87.12 x 12 months equals \$1,045.44 x 34 employees equals \$35,544.96. Adding the single cost of \$3,060.96 (Union Exhibit 18), total employee cost is \$38,605.92, minus estimated current employee cost of \$32,983.68 (Union Exhibit 18) equals \$5,622.24.

Applying the Union's formula in Union Exhibit 21, the \$5,622.24 divided by 48 employees equals \$117.13, divided by 2080 equals 5.6 cents per hour, nearly one-sixth of the costs proposed by the Employer. See Union Exhibit 21.

Accordingly, based on the comparability and the public interest and welfare, the fact finder recommends that the County continue to pay 95% of the monthly single employee premium, but that it now pay 95% of the monthly single premium and 85% of the family monthly premium (or employee pays 5% single plus 15% of

difference between the total single and total family premiums), and no further changes to Article 10.

Regarding the Union's proposal to increase short term disability insurance benefits from \$100 to \$300 to reflect the increased cost of living, the fact finder believes that he has not received enough information regarding comparability, collective bargaining history or the public interest and welfare regarding this proposal. See Union Exhibit 24. Accordingly, the fact finder finds no further changes to Article 10 except as noted above.

4. Article 15 – Wage Administration and Schedule A.

A. Jones County Position. According to County Exhibit Issue No. 6 – Wages, the County proposes to make no change to current wage rates. The County introduced several documents regarding comparability: the “secondary road patrol operators,” “sheriff’s office deputy sheriff,” and “sheriff’s office jailers.” According to another exhibit submitted by the County: “The County is asking the fact finder to recommend a modest increase in wages and to grant the County some relief from spiraling health care costs by recommending the employee’s help in a modest way with these costs.”

B. PPME Position. PPME proposes several changes to Article 15. First, the Union proposes to increase wages by 2% July 1, 2002, and 2% effective January 1, 2003, except that the increases would not apply to the hourly rates for deputy sheriffs determined as a percentage of the sheriff’s salary. Second, the Union proposes to change the last sentence of hourly wage rates in Article 15 to read: “Advancement within the salary range shall be on the basis of length of service as provided in Schedule A.”

The Union states that the Employer's proposal to freeze all bargaining unit wage rates and convert the deputy sheriff's percentage of the sheriff's salary wage scale to an hourly rate is not supported by comparability and is a function of election year issues. The Union presented further testimony regarding recent public sector settlements in Iowa (Union Exhibit 25) and data regarding the non-bargaining unit wage increases in Jones County (Union Exhibit 26). Union Exhibits 27 and 28 contain comparability information for various job classifications. The Union concludes by stating that the average wage increase in secondary road departments in the comparability group is 3.4%, and the average known wage increases in sheriff's departments is 3.85%. The Union believes that the settlement trend during this bargaining round is 3% or greater, and that there are no reported wage freezes in the State of Iowa. The Union further states that its proposal of 2% on July 1st followed by 2% on January 1, 2003, will only cost the Employer 3% for fiscal year 2003, but would allow Jones County employees to "keep pace with the comp group."

C. Findings of Fact and Recommendation by the Fact Finder.

PPME proposes that the wage rate be increased by 2% effective July 1, 2002, and an additional 2% effective January 1, 2003, for all hourly wage rates in Schedule A, except for the hourly rates for deputy sheriffs determined as a percentage of the sheriffs' salary. This translates into a 4% increase for the entire collective bargaining year, but will only cost the Employer 3% for fiscal year 2003. Narrative, Union Exhibit 28. While there was arguably no comparability data submitted by either party regarding split year wage increases (i.e., July 1 and January 1), there is comparability data that shows that other similarly situated employees in comparable

counties are receiving wage increases of between 2.75% (Buchanan and Jackson counties), and 5% (Iowa). See Union Exhibits 27 and 28. While the County purports to propose no change to current wage rates, the fact finder notes that there is no reported wage freezes in any of the reported settlements in Iowa. The fact finder believes that the County recognizes this, as it specifically asked the fact finder "to recommend a modest increase in wages . . ." See County Exhibit Summary of Economic Trends, page 2. Accordingly, the fact finder believes that the Union's proposal is the most reasonable, and that a 2% wage increase effective July 1, 2002, and an additional 2% wage increase effective January 1, 2003, for all employees except for those subject to the hourly rates for deputy sheriffs determined as a percentage of the sheriffs' salary, is consistent with the general increases that comparable employees in those counties have received, and will also serve the interest and welfare of the public.

The Union also proposes to change language in Article 15 stating that advancement from one step on the salary schedule to the next step "may" be made for completion and probation, anniversary service and meritorious service. The Union is requesting that the term "may" be substituted with the term "shall." Although there was some evidence concerning the bargaining history between the parties (see Union Exhibit "Advancement on the Wage Schedule Language"), the evidence presented is again simply not compelling enough to convince the fact finder to recommend changing the advancement on the wage schedule language.

According to the Union, however, an employee was recently denied her step increases and was allegedly terminated when she threatened to grieve the issue. Without further testimony regarding this specific example, however, the fact finder is

not prepared to recommend any changes to the language. Contrary to the Union's claim that the current contract language "lacks integrity and enforceability," and is a "huge loophole," the fact finder notes that the collective bargaining agreement contains a grievance procedure, and according to other evidence produced at the hearing, PPME is familiar with the prohibited practice procedures of the Public Employment Relations Board. As stated elsewhere, the fact finder believes it is not in the public's best interest and welfare to revise language in a collective bargaining agreement absent a compelling reason to do so as evidenced by grievances, litigation, or some other problem with the language. And, the fact finder again notes that both parties are represented by experienced negotiators, and that at some point, some trade off was made that resulted in the current language being placed in the collective bargaining agreement. The trade off was not explained to the fact finder, and the fact finder is reluctant to substitute his judgment for the parties on such a record. Accordingly, based on comparability, the collective bargaining history, the public interest and welfare, the fact finder recommends no changes to this language.

Finally, the County proposes to "convert" the "deputy sheriff percentage to annual salary." The contract currently states that deputy sheriffs are paid a percentage of the sheriff's salary. Again, the fact finder is reluctant to change such language absent any testimony regarding comparability, and any concrete examples of problems with the language as written. The Union testified that the Employer's proposal lacks the "specificity" necessary to determine the Employer's intent, and further states that there is not sufficient comparability to support the change. According to the Union, four of the six counties in the comparability group

pay deputy sheriffs as a percentage of the sheriffs' salary. Finally, the Union opposes the Employer's proposal on the basis of collective bargaining history between the parties. Without any further testimony regarding these issues, the fact finder recommends based on the comparability, the collective bargaining history, and the public interest and welfare, that there be no changes to the language in Article 15 concerning deputy sheriffs' pay as a percentage of the sheriff's salary.

H. SUMMARY OF RECOMMENDATIONS/REPORT

In accordance with the statutory criteria, and for the reasons stated in this report, the fact finder makes the following recommendations regarding the items at impasse:

1. **Article 7 – Holidays.** The fact finder recommends no changes to this Article.


2. **Article 8 – Leaves of Absence.** The fact finder recommends no changes to this Article.

3. **Article 10 – Insurance.** The fact finder recommends that the County will pay 95% of the monthly single employee premium for each permanent or full-time employee eligible for the County provided medical group health insurance. The County will pay 95% of the monthly single employee premium and 85% of the family monthly premium for each permanent or full-time employee eligible for the County provided medical group insurance and taking family coverage. The fact finder recommends no further changes to this Article.

4. **Article 15 – Wage Administration – Schedule A.** The fact finder recommends a 2% increase in all hourly wage rates effective July 1, 2002, and a 2% increase in all hourly wage rates effective January 1, 2003. These increases

shall not apply to the hourly rates for deputy sheriffs determined as a percentage of the sheriff's salary. The fact finder recommends no further changes to this Article.

Dated this 20th day of March, 2002.


Wilford H. Stone, Fact-Finder

CERTIFICATE OF SERVICE

I certify that on the 20th day of March, 2002, I served a copy of the foregoing Report of the Fact-Finder upon the following persons by mailing pursuant to the Iowa Code and the Iowa Rules of Civil Procedure:

Susan M. Bolte
Administrative Law Judge
Iowa Public Employment Relations Board
514 East Locust Street, Suite 202
Des Moines, Iowa 50309-1912

Joe Rasmussen
P. O. Box 69
Alburnett, IA 52202

Ms. Renee Von Bokern
2771 104th, Suite H
Urbandale, IA 50322

/kim/whs/jones county/fact finding recommendation



Comparability Group Insurance Premiums							OO PM
E Pays S	E Pays S	E Pays F	EE Pays F	Total S Prem	Total F Prem	Deductible	
100%	100%	75%	25%				
\$382.66	\$382.66	\$723.94	\$113.76	\$382.66	832.70 1107.70	\$500/\$1000	\$1000/\$2000
				Partial Self-funded		Actual \$100/\$200	Actual \$500/\$1000
Buchanan	100% - \$10	5%	7%				
\$285.00	\$10.00	100% - \$30	\$40.00	\$295.00	\$675.00	\$100 Drugs only	\$500 either
				Self-funded		No Med Deductible	S or F
Cedar - Plan 1							
Cedar - Plan 2	\$218(96%)	\$9.00(4%)	\$576.30(82%)	\$227.00	\$707.00	3 Cafeteria Plans	\$500 - S
Cedar - Plan 3			130.70(18%)	Self-funded		\$200 F	\$1000 - F
Delaware	100%	0%	100%				
\$247.18	\$247.18	\$752.38	0%	\$247.18	\$752.38	\$1000 but	\$1000 but also self
						Self-fund to \$500	fund to \$500
Iowa - AI Select	100%	0%	75%			Wellmark	
\$240.47	\$240.47	\$502.10	\$87.20	\$240.47	\$589.30	\$500 self fund to \$100	1000 self fund to
\$185.41	\$185.41	\$387.11	\$67.24	\$185.41	\$454.35	\$1000 to \$200	\$500
				Access not self-funded =		500/1000	1000 / 2000
Jackson Roads	80%	20%	80%				
\$115.20	\$28.80	\$115.20	\$28.80	\$144.00	\$144.00	100 S / 200 F	100 S / 200 F
Jackson	80%	20%	80%				
\$257.24	\$64.31	\$638.90	\$159.73	\$321.55	\$798.63	\$500 / \$1000	
				Partial Self-funded		Fund to \$100/\$200	fund to \$100/\$200
Jones	95%	5%	88%				
\$314.64	\$16.56	\$658.94	\$66.67	\$331.20	\$748.80	250 / 500	1000 / 2000
			EE pays 5% Single + 12% of difference btw the total Single & Total Family premiums				